

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
)	
Michael Naizghi)	License No. 84492
t/a Bella)	Order No. 2010-411
)	
Applicant for a New)	
Retailer's Class CR License)	
)	
at premises)	
900 Florida Avenue, N.W.)	
Washington, D.C. 20001)	
)	

Michael Naizghi, t/a Bella, Applicant

Gail Anderson Holness, Chairperson, Advisory Neighborhood Commission (ANC) 1B

Peter J. Raia, Sr., Commissioner, Advisory Neighborhood Commission (ANC) 1B

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect that Michael Naizghi, t/a Bella (Applicant), filed an Application for a new Retailer's Class CR License located at 900 Florida Avenue, N.W., Washington, D.C. The Applicant and Chairperson Gail Anderson Holness and Commissioner Peter J. Raia, Sr., on behalf of ANC 1B, have entered into a Voluntary Agreement (Agreement) dated July 19, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest filed by ANC 1B.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Gail Anderson Holness and Commissioner Peter J. Raia, Sr., on behalf of ANC 1B, are signatories to the Agreement.

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t/a Bella
License No: 84492
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Accordingly, it is this 4th day of August 2010, **ORDERED** that:

1. The Application filed by A Michael Naizghi, t/a Bella, for a new Retailer's Class CR License located at 900 Florida Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except that Section I shall read as follows:



"This agreement can be modified only mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement or by the ABC Board in accordance with Title 25 of the District of Columbia Official Code and Title 23 of the District of Columbia Municipal Regulations."

The parties agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 1B.

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t/a Bella
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District of Columbia
Alcoholic Beverage Control Board


Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

Voluntary Agreement Concerning Issuance of License
Bella

THIS AGREEMENT made and entered into this 19 day of July, 2010, by and between Bella (Applicant) and ANC1B (Protestant) witnesses:

Whereas Applicant has filed application 083583 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CR license for premises to be known as Bella, and to be located at 900 Florida Ave, NW Washington, DC 20001 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 20. The entrance door and windows of the premises will be kept closed at all times during business hours only when live music is being played or any sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor.

~~B. SAFETY & SECURITY. Applicant agrees to notify Protestant in a timely fashion of any notice of show cause served upon the license.~~ *Boyd + Mike MacZko*

C. FOOD AND ALCOHOL SERVICE. Applicant hours will be permitted by law of license assigned. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up by closing time each night. Applicant agrees that

there will be no after-hours activities in the establishment. ~~Applicant will not change hours of operations without the express written consent of Protestant.~~ *Page 1 Michael Neidhardt*

D. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly or more if needed and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will keep trash and oil barrels off public space. If applicant is landlocked applicant shall keep all containers abutted to the back of their portion of the building. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 9:00 am and no later than 6:00 pm. No recycles will be dumped after 9:00 pm.

E. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit and or Occupancy Placard, which shall remain posted in public view at all times. Applicant should encourage the patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

F. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

G. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office. Applicant agrees that there will be no alcohol advertisements visible on the windows of this establishment. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

~~H. TRANSFERABILITY. Protestants shall be notified of any transfer of the License within ten (10) days of approval of the transfer by ABRA. The transferee shall provide contact information with such notification and shall, upon request of the Protestants, meet with the Protestants to review the requirements of this Agreement.~~ *Page 1 Michael Neidhardt*

I. MODIFICATION OF VOLUNTRARY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

J. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

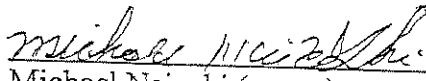
K. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition

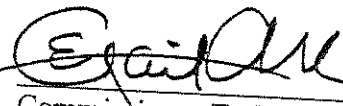
precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

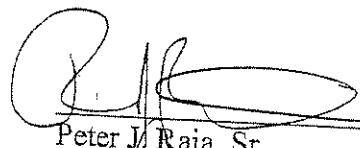
If to Applicant: Michael Naizghi, 900 Florida Ave. NW, Washington, DC 20001

If to Protestant: ANC1B, 2000 14th Street N.W., Suite 100B, Washington, DC 20009

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CR license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CR license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.


Michael Naizghi (owner)


Commissioner E. Gail Anderson Holness
Chairman, ANC1B


Peter J. Raia, Sr.
Commissioner ANC1B02

Accordingly, on this 9 day of July 2010 it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CR license.